

ASSIGNMENT

WHEREAS, Glenn L. Beane, David S. Lashmore and Lev Deresh are the inventors (the "Inventors") of the inventions covered by the U.S. Patents listed on Appendix A.

WHEREAS, the Inventors upon the terms and conditions of a Patent Assignment and Royalty Agreement (the "Agreement") sold, assigned, granted and conveyed to Materials Innovation Inc. ("MII") their entire right, title and interest in and to the U.S. Patents listed on Appendix A, together with any division, reissue, continuation, continuation-in-part, extension and/or addition thereof and any patent applications or patents claiming any improvement in or modification of the subject matter set forth in the Patents developed by any of the Inventors, including the right to make, use, sell and license the inventions and improvements and file patent applications thereon throughout the world, to the extent such protection remains available, and in and to any and all Letters Patent which may issue thereon in the United States of America and all foreign countries throughout the world;

WHEREAS, one of the terms of the Agreement was that, upon its termination for any cause, MII would immediately reassign to the Inventors all patent rights assigned to MII by the Inventors under the Agreement;

WHEREAS, one of the other terms of the Agreement was that, upon such termination, MII granted to the Inventors Power of Attorney to execute and file assignments with the Patent and Trademark Office to change record title therein back to the Inventors; and


WHEREAS, the Agreement has terminated.

NOW, THEREFOR, MII, by and through its duly appointed attorney-in-fact, Glenn L. Beane does hereby sell, assign, grant and convey to Glenn L. Beane, David S. Lashmore and Lev Deresh, jointly and severally, its entire right, title and interest in and to the U.S. Patents listed on Appendix A, together with any division, reissue, continuation, continuation-in-part, extension and/or addition thereof and any patent applications or patents claiming any improvement in or modification of the subject matter set forth in the Patents developed by any of the Inventors, including the right to make, use, sell and license the inventions and improvements and file patent applications thereon throughout the world, to the extent such protection remains available, and in and to any and all Letters Patent which may issue thereon in the United States of America and all foreign countries throughout the world.

Materials Innovation, Inc.

Date: 12.15.04

By:



Glenn L. Beane, Attorney-in-Fact

Appendix A

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventors</u>
6,251,339	6/26/2001	Method for Making Parts from Particulate Ferrous Material	Glenn L. Beane David S. Lashmore Lev Deresh
6,042,781	3/28/2000	Ambient Temperature Method for Increasing the Green Strength of Parts	Glenn L. Beane David S. Lashmore Lev Deresh